

PCU BILL PAYER AGREEMENT AND DISCLOSURE STATEMENT

This agreement covers your PCU Bill Payer Service with COMSTAR Federal Credit Union. In this agreement, the words "us", "we", "our" and "Credit Union" means COMSTAR Federal Credit Union. The words "you" and "your" mean each person who signed up for the PCU Bill Payer Service.

1. Purpose of this Agreement. This Agreement applies to the PCU Bill Payer Service ("PCU Bill Payer") offered by COMSTAR Federal Credit Union and defines your and our responsibilities related to the PCU Bill Payer. By using the PCU Bill Payer, you agree to be bound by the terms and conditions of this Agreement. Except as governed by Federal law, this Agreement shall be construed and governed in accordance with the laws of the state of Maryland.

2. Enrollment For and Usage of PCU Bill Payer. Once your enrollment for PCU Bill Payer is approved, you understand that you must maintain a Checking account in good standing with the Credit Union. We reserve the right to discontinue your use of the PCU Bill Payer at any time.

3. Equipment and Technical Requirements. To use the PCU Bill Payer you must have one of the following browsers that support 128-bit encryption: Netscape Navigator v4.05 or higher, Microsoft Internet Explorer v4.01 or higher or AOL v4.0 or higher for AOL users.

4. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your payments.

5. Fees. You will not be charged a monthly service fee to use the PCU Bill Payer provided your checking account with COMSTAR is a non-dividend bearing Checking account. If you establish a dividend bearing Checking account, the monthly service fee is \$5.95. We will automatically deduct the service fee from your Checking account on the 10th day of the month following enrollment. We will continue to charge your account monthly on the same day (or the next business day if the 10th falls on a weekend or holiday), until the service is discontinued. If your account does not have sufficient funds available on the date when the fee or charge is due, you hereby authorize us to debit your account for the fee or charge, even if such activity will cause your account to become overdrawn.

6. System Availability. The PCU Bill Payer generally will be available 24 hours a day, seven (7) days a week. However, the system may be unavailable from time to time for maintenance. We reserve the right to disable PCU Bill Payer in the event that we receive credible information regarding the security of the PCU Bill Payer Service.

7. Limits on Transactions. Provided you have enough money in your account, there is a dollar limit of \$9,999.99 per payment made through the PCU Bill Payer.

8. Bill Payments. Must be payable in U.S. dollars to a payee located in the U.S. You may not use the PCU Bill Payer to make payments to federal, state or local government agencies or tax units, or to other categories of payees that we establish from time to time. You must have sufficient available funds within the required time for the payee to receive payment before the payment's due date, (that is the date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period the payee may provide.) The PCU Bill Payer payments are processed at 10:00am each day, Monday through Friday, excluding holidays. TODAY payments must be scheduled prior to 10:00am in order to be processed the same day. The PCU Bill Payer will advise you, for each payee, what time period should be sufficient, under normal circumstances, for the payee to receive a payment. The Credit Union does not take responsibility if you allow fewer business days than your PCU Bill Payer advised. Also, the Credit Union does not take responsibility for the processing time the payee takes to record a payment. If you schedule a payment and follow all the instructions provided, but the payee does not receive the payment in a timely manner, you may not be responsible for late fees, finance charges, or other action taken by the payee. However, if you do not follow all the instructions provided (such as not allowing enough days before the payment due date or not having sufficient funds in your account to make the payment), you will be fully responsible for all late fees, finance charges, or other action taken by the payee. In all cases, you are responsible for rescheduling the payment through PCU Bill Payer and for the monitoring of scheduled payments. In no instance will we automatically resubmit a payment for you.

9. Stopping or Changing PCU Bill Payer Payments. You cannot stop, cancel or change payments entered as "TODAY" once the PCU Bill Payer session is completed. You may stop, cancel or change future-dated payments up until 12:00 midnight (Eastern Time) of the night before the processing date. You must use the PCU Bill Payer to stop, cancel or change payments processed designated as "FUTURE" or "RECURRING". If you stop payments designated as "RECURRING", all future payments will be stopped.

10. Liability of COMSTAR Federal Credit Union: If we do not complete a payment according to your instructions, we will be liable for related penalty fees. However, there are some exceptions. We will not be liable if, for instance:

- Through no fault of the Credit Union, you do not have sufficient funds in your account to complete the transaction.
- The payment would exceed the credit limit on your CreditLine.
- The funds in your account are subject to legal process or other encumbrance.
- Circumstances beyond our control prevented the transaction despite reasonable precautions that have been taken.

11. Cancellation of PCU Bill Payer Service. If you elect to cancel the service, you may email your request either by using the email link located on our web site, www.comstarfcu.org, or by sending an email to mail@comstar.nist.gov, by mailing your request to us in writing via the United States Postal Service or via fax. You will be responsible for monitoring the confirmation of the cancellation request and the status of outstanding scheduled payments. We may terminate your use of the PCU Bill Payer Service when we determine that the Service has been misused or other reasonable grounds. For example, if you compromise the integrity of the system by providing information regarding the system, including passwords or other security features, to third parties, use the Service for purposes other than which it was designated or continually attempt to make payments when your account has insufficient funds to cover the transaction.

12. Amendments. We may amend this agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, amendments will apply to your existing account balance as well as to future transactions.

13. Acceptance of Agreement. You understand that use of PCU Bill Payer will constitute acknowledgement and receipt of these disclosures and acceptance of terms and conditions contained in this agreement. You agree that the agreements, rules and regulations applicable to your Share account, Checking account and any other accounts or services you have with us remain in effect and continue to be applicable, except as specifically modified by this agreement.

To complete your PCU Bill Payer enrollment, print the PCU Bill Payer Agreement and Disclosure Statement, complete the required items and fax it to (301) 601-9009, Attention: ESR. You may also mail the agreement to COMSTAR Federal Credit Union, 22601 Gateway Center Drive, Suite 100, Clarksburg, MD 20871, Attention: ESR.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Account Number: _____

Signature: _____

- ☐ I wish to open a non-dividend bearing Checking Account (PCU Bill Payer – no fee)
 - ☐ I wish to open a dividend bearing Checking Account (PCU Bill Payer - \$5.95 per month)
 - ☐ I wish to convert my dividend bearing Checking Account to a non-dividend bearing Checking Account
 - ☐ I wish to maintain my current dividend bearing Checking Account and agree to have my account debited \$5.95 per month.
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